CONTENTS OF BINGO PACKAGE

1. Application for Bingo License.
2. Information on Surety/Guarantor Underwriting the Games.
3. Person/Entities Who Will Directly Operate or Promote Bingo Games for the Applicant Organization.
4. Consent for Background Check, Personal Data Sheet, and Copy of Drivers License for H. Frank Thomas, III.
5. Consent for Background Check, Personal Data Sheet, and Copy of Drivers License for Gregory A. Carr, Sr.
6. Consent for Background Check, Personal Data Sheet, and Copy of Drivers License for James I. Barganier.
7. Consent for Background Check, Personal Data Sheet, and Copy of Drivers License for Gary Nichols.
8. Consent for Background Check, Personal Data Sheet, and Copy of Drivers License for Adam Fuller.
9. Officers and Directors of Applicant Organization.
10. Consent for Background Check, Personal Data Sheet, and Copy of Drivers License for Walter Walker.
11. Consent for Background Check, Personal Data Sheet, and Copy of Drivers License for Cornelia Walker.
12. Exhibit "A": IRS letter of determination of Reach One, Teach One of America, Inc. as a 501© 3 no-profit corporation.
13. Exhibit "B": Legal Description of Property.
14. Exhibit "C": Letter to Sheriff David Warren from W. Milton Smith with McGriff, Seibels, & Williams, re: Approval for the Licensing and Operation of Bingo Games.
15. Exhibit "D": Recorded Copy of Certificate of Incorporation for Macon County Investments, Inc.
16. Exhibit "E": Copy of Bingo Operations and Lease Agreement.
17. Exhibit "F": Affidavit of H. Frank Thomas, III.
18. Exhibit "G": Letter to Frank Thomas from W. Ken Upchurch, III with W.K. Upchurch Construction Co., Inc., re: Construction Proposal.

19. Exhibit “H”: Letter to Frank Thomas from James Barganier, Architect.

MACON COUNTY, ALABAMA
APPLICATION FOR BINGO LICENSE

Date July 20, 2005

Name of Organization Reach One, Teach One of America, Inc.

Address 211 Oslin Drive, Tuskegee, AL 36083

Name, address, phone number and office or position in organization of person completing this application Walter W. Walker, 211 Oslin Drive, Tuskegee, AL 36083, 334-329-0230, Executive Director

Is this organization tax exempt under Internal Revenue Service (IRS) regulations? (Yes or No) Yes

If so, please attach a copy of the IRS letter ruling or tax-exempt determination letter , See attached Exhibit "A", and provide your tax identification number 63-11168841

If not, please answer the following:

State the date your organization was formed or incorporated ____________
Has your local organization been in continuous existence since then? ____________
If not, give earliest date from which continued existence can be calculated
____

Attach a certified copy of your charter or articles of incorporation of your organization.

Address at which applicant will conduct bingo:

Street Address: Real Property described in attached Exhibit "B"

City: Shorter, AL 36075

Days of week on which bingo will be conducted: 7 days a week

Times of games: Beginning 24 hours Ending ____________

Class of License: State whether you are applying for a Class A (paper card bingo) or Class B Bingo License. A or (B) (circle one)

Does the above named organization own or rent the equipment intended for use in the conduct of bingo games? Own N/A Rent X

Does the above name organization own or rent the building of facility intended to be used in the conduct of bingo games? Own N/A Rent X

Information on surety or guarantor underwriting the games:

Name: Macon County Investments, Inc.

Address: c/o Greg Carr, P.O. Box 4807, Montgomery, AL 36103-4807

Social Security Number or Employer Identification Number 20-3172223

Phone Number: 334-269-5900

See attached Exhibit "C"

If any of the persons named on pages 2, 3 or 4 have been convicted of any criminal offense, list t heir names, offenses for which they were convicted, dates of conviction and any explanation below.

ALL APPLICANTS MUST BE SUBMITTED AT LEAST FIVE (5) DAYS PRIOR TO DATE OR DATES BINGO IS TO BE CONDUCTED.

PERSONS OR ENTITIES WHO WILL DIRECTLY OPERATE OR PROMOTE BINGO GAMES FOR THE APPLICANT ORGANIZATION

Name: H. Frank Thomas, III Sex: Male D.O.B. 10/23/71

Home Address: 2113 Allendale Road, Montgomery, AL 36111 Phone: 334-271-1236

Social Security Number: 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

Name: Gregory A. Carr, Sr. Sex: Male D.O.B. 12/23/49

Home Address: 1731 Pineneedle Road, Montgomery, AL 36106 Phone: 334-395-7238

Social Security Number: 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

Name: James I. Barganier Sex: Male D.O.B. 7/4/46

Home Address: 3416 Southview Drive, Montgomery, AL 36111 Phone: 334-834-2038

Social Security Number: 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

Name: Gary Nichols Sex: Male D.O.B. 2/28/46

Home Address: 28103 Perdido Beach Blvd., B-102,Orange Beach, AL 36561

Phone: 251-752-0785

Social Security Number: 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

Name: Adam Fuller Sex: Male D.O.B. 3/27/71

Home Address: 987 Northcliffe Drive, Atlanta, GA 30318 Phone: 404-352-0606

Social Security Number: 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

Note: Use additional pages as necessary.

Consent For Background Check

The undersigned hereby consents to a background and criminal history check to be conducted by the Sheriff of Macon County Alabama, and/or his employees, in connection with the application of Reach One, Teach One of America, Inc. for a Class B Bingo License in Macon County, Alabama. The undersigned hereby gives permission to and consents to said background and criminal history check by the Sheriff of Macon County, Alabama, and/or his employees.

Dated this 14TH day of July, 2005.

H. Fred Thomas III (S)

Name Printed: HENRY FRANKLIN THOMAS III

SWORN TO AND SUBSCRIBED TO before me on this 14th day of July, 2005.

(SEAL)

Sally Y. DeWord

Notary Public

My Commission Expires:

My Commission Expires
May 03, 2008

PERSONAL DATA SHEET

Applicant Name (List Maiden Name, if applicable) HENRY FRANKLIN THOMAS III

Date of Birth 10-23-1971

Social Security Number 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

Driver's License Number and State of Issuance AL 5599707

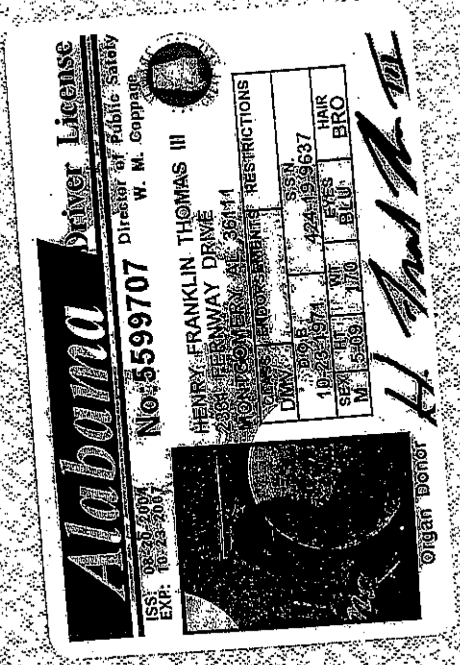
(Attach photocopy of Driver's License or other state identification – photo identification required)

Address 2113 Allendale Road Montgomery, Alabama 36111

Phone Number 334-271-1236

THIS FORM IS TO BE COMPLETED BY EACH PERSON MAKING APPLICATION FOR LICENSE.

PERSONAL DATA SHEETS WILL BE RETAINED AT THE MACON COUNTY SHERIFF'S DEPARTMENT.


Alabama Driver License
Organ Donor

HENRY FRANKLIN THOMAS III 5599707 - 1
Class:
Operator Vessel
Motorcycle
Endorsements:
Restrictions:

Consent For Background Check

The undersigned hereby consents to a background and criminal history check to be conducted by the Sheriff of Macon County Alabama, and/or his employees, in connection with the application of Reach One, Teach One of America, Inc. for a Class B Bingo License in Macon County, Alabama. The undersigned hereby gives permission to and consents to said background and criminal history check by the Sheriff of Macon County, Alabama, and/or his employees.

Dated this 14th day of July, 2005.

_______________ (S)
Name Printed: Gregory A. Carr, Sr.

SWORN TO AND SUBSCRIBED TO before me on this 14th day of July, 2005.

(SEAL)

____
Notary Public

My Commission Expires:

Stephanie L. Gordy
Notary Public for the State at Large
My Commission Expires: 09/28/2005.

PERSONAL DATA SHEET

Applicant Name (List Maiden Name, if applicable) Gregory Allan Carr, Sr.

Date of Birth 12/23/49

Social Security Number 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

Driver's License Number and State of Issuance 2665046 Alabama
(Attach photocopy of Driver's License or other state identification – photo identification required)

Address 1731 Pineneedle Road, Montgomery, AL 36106

Phone Number 334-269-5900 (office)
334-395-7238 (home)
334-220-7238 (cell)

THIS FORM IS TO BE COMPLETED BY EACH PERSON MAKING APPLICATION FOR LICENSE.

PERSONAL DATA SHEETS WILL BE RETAINED AT THE MACON COUNTY SHERIFF'S DEPARTMENT.

Alabama Driver License

ISS: 12-12-2001
EXP: 01-03-2006

No:2665046

Director of Public Safety
James H. Alexander

GREGORY ALLAN CARR
1731 PINENEEDLE RD
MONTGOMERY AL 36106

CLASS	ENDORSEMENTS	RESTRICTIONS		
DM				
D.O.B	S.S.N.			
12-23-1949				
SEX	HT	WT	EYES	HAIR
M	5-09	170	BRO	BRO

Consent For Background Check

The undersigned hereby consents to a background and criminal history check to be conducted by the Sheriff of Macon County Alabama, and/or his employees, in connection with the application of Reach One, Teach One of America, Inc. for a Class B Bingo License in Macon County, Alabama. The undersigned hereby gives permission to and consents to said background and criminal history check by the Sheriff of Macon County, Alabama, and/or his employees.

Dated this 14th day of July, 2005.

[signature] (S)
Name Printed: JAMES I. BARGANIER

SWORN TO AND SUBSCRIBED TO before me on this 14th day of July, 2005.

(SEAL)

[signature]
Notary Public

My Commission Expires:

My Commission Expires
May 03, 2008

PERSONAL DATA SHEET

Applicant Name (List Maiden Name, if applicable) James I. Barganier

Date of Birth 7.4.46

Social Security Number 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

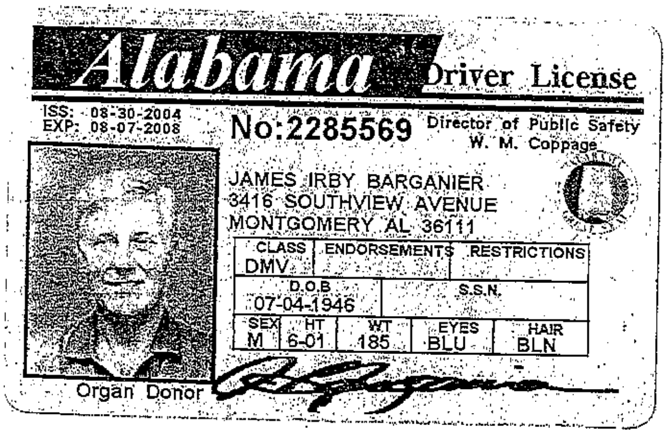
Driver's License Number and State of Issuance 2285569 AL
(Attach photocopy of Driver's License or other state identification – photo identification required)

Address 3416 Southview Ave. Mtgy, AL. 36111

Phone Number 334.834.2038

THIS FORM IS TO BE COMPLETED BY EACH PERSON MAKING APPLICATION FOR LICENSE.

PERSONAL DATA SHEETS WILL BE RETAINED AT THE MACON COUNTY SHERIFF'S DEPARTMENT.



Alabama Driver License

ISS: 08-30-2004
EXP: 08-07-2008

No:2285569

Director of Public Safety
W. M. Coppage

JAMES IRBY BARGANIER
3416 SOUTHVIEW AVENUE
MONTGOMERY AL 36111

CLASS	ENDORSEMENTS	RESTRICTIONS
DMV		

D.O.B	S.S.N.
07-04-1946	

SEX	HT	WT	EYES	HAIR
M	6-01	185	BLU	BLN

Organ Donor

JAMES IRBY BARGANIER 2285569 - 0

Class:

Operator

Motorcycle Vessel

Endorsements:

Restrictions:

Consent For Background Check

The undersigned hereby consents to a background and criminal history check to be conducted by the Sheriff of Macon County Alabama, and/or his employees, in connection with the application of Reach One, Teach One of America, Inc. for a Class B Bingo License in Macon County, Alabama. The undersigned hereby gives permission to and consents to said background and criminal history check by the Sheriff of Macon County, Alabama, and/or his employees.

Dated this 19 day of July, 2005.

(S)

Name Printed: Gary Nichols

Alabama Diner Inc

SWORN TO AND SUBSCRIBED TO before me ~~on~~ this 19 day of July, 2005.

(SEAL)

Notary Public

My Commission Expires:

Gerald G. Campbell
Commission #DD217353
Expires: Jul 04, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

PERSONAL DATA SHEET

Applicant Name (List Maiden Name, if applicable) Gary Nichols

Date of Birth 2-28-46

Social Security Number 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

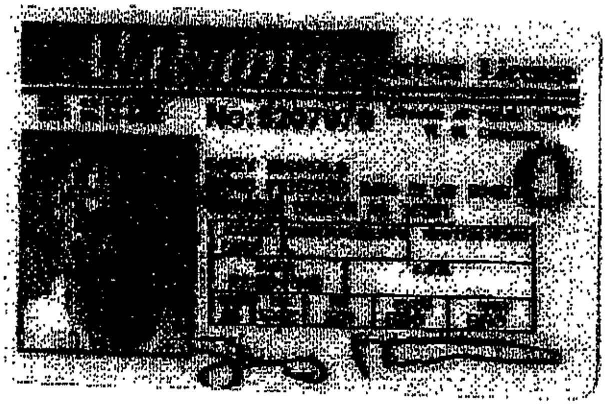
Driver's License Number and State of Issuance 5207070 AL
(Attach photocopy of Driver's License or other state identification – photo identification required)

Address 28103 Perdido Beach Blvd. - B-102, Orange Beach AL, 36561

Phone Number 251-752-0785

THIS FORM IS TO BE COMPLETED BY EACH PERSON MAKING APPLICATION FOR LICENSE.

PERSONAL DATA SHEETS WILL BE RETAINED AT THE MACON COUNTY SHERIFF'S DEPARTMENT.



Consent For Background Check

The undersigned hereby consents to a background and criminal history check to be conducted by the Sheriff of Macon County Alabama, and/or his employees, in connection with the application of Reach One, Teach One of America, Inc. for a Class B Bingo License in Macon County, Alabama. The undersigned hereby gives permission to and consents to said background and criminal history check by the Sheriff of Macon County, Alabama, and/or his employees.

Dated this 14th day of July, 2005.

____________________ (S)
Name Printed: Adam T. Fuller

SWORN TO AND SUBSCRIBED TO before me on this 14th day of July, 2005.

(SEAL)

ALINA KRAVCHUK VELAZQUEZ
MY COMMISSION EXPIRES
AUG 14 2007
FULTON COUNTY GEORGIA
NOTARY PUBLIC

____
Notary Public

My Commission Expires: 08/14/07

PERSONAL DATA SHEET

Applicant Name (List Maiden Name, if applicable) ADAM FULLER

Date of Birth 03/27/71

Social Security Number 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

Driver's License Number and State of Issuance 030318627 GA
(Attach photocopy of Driver's License or other state identification – photo identification required)

Address 987 NORTHCLIFFE DRIVE, ATLANTA, GA 30318

Phone Number (404)352-0606

THIS FORM IS TO BE COMPLETED BY EACH PERSON MAKING APPLICATION FOR LICENSE.

PERSONAL DATA SHEETS WILL BE RETAINED AT THE MACON COUNTY SHERIFF'S DEPARTMENT.

OFFICERS AND DIRECTORS OF APPLICANT ORGANIZATION

Georgia
DRIVER'S LICENSE

NUMBER 030318627 EXPIRES 03-27-2007

FULLER, ADAM TIMOTHY
987 NORTHCLIFFE DR NW
ATLANTA, GA 30318-1639

SEX	BIRTHDATE	EXAM DATE	COUNTY
M	03-27-1971	03-11-2003	060

HEIGHT	WEIGHT	CSC	FEE	RESTRICTIONS
6-03	195	1 58	015.00	

CLASS	ENDORSEMENTS	TYPE
C		REG

Adam T. Fuller

Sonny Perdue GOVERNOR

COMMISSIONER
Tim Burgess

OFFICERS AND DIRECTORS OF APPLICANT ORGANIZATION

Name: Walter W. Walker Title: Executive Director & Director

Home Address: 211 Oslin Drive, Tuskegee, AL 36083

Phone: 334-727-2578 Sex: Male D.O.B. 11/09/48

Social Security Number: 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

Name: Cornelia D. Walker Title: Vice Pres./Treasurer & Director

Home Address: 211 Oslin Drive, Tuskegee, AL 36083

Phone: 334-727-2578 Sex: Male D.O.B. 12/26/63

Social Security Number: 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

Name ______ Title ______

Home Address ______

Phone ______ Sex ______ D.O.B. ______

Social Security Number ______

Name ______ Title ______

Home Address ______

Phone ______ Sex ______ D.O.B. ______

Social Security Number ______

Name ______ Title ______

Home Address ______

Phone ______ Sex ______ D.O.B. ______

Social Security Number ______

Consent For Background Check

The undersigned hereby consents to a background and criminal history check to be conducted by the Sheriff of Macon County Alabama, and/or his employees, in connection with the application of Reach One, Teach One of America, Inc. for a Class B Bingo License in Macon County, Alabama. The undersigned hereby gives permission to and consents to said background and criminal history check by the Sheriff of Macon County, Alabama, and/or his employees.

Dated this 21 day of July, 2005.

_________________(S)

Name Printed: Walter W. Walker

SWORN TO AND SUBSCRIBED TO before me on this 21 day of July, 2005.

(SEAL)

____

Notary Public

AL 2596972

My Commission Expires: 9.19.07

RACHEL E. REGISTER
Notary Public - State of Florida
My Comm. Expires Sep 19, 2007
Commission # DD 251586
Bonded By National Notary Assn.

PERSONAL DATA SHEET

Applicant Name (List Maiden Name, if applicable) Walter W. Walker

Date of Birth 11-09-1948

Social Security Number 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

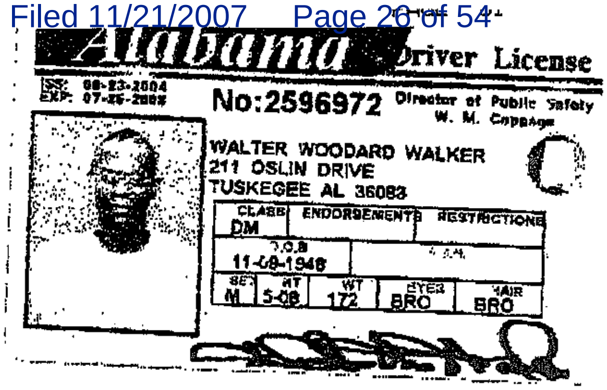
Driver's License Number and State of Issuance 2596972 AL
(Attach photocopy of Driver's License or other state identification – photo identification required)

Address 211 Oslin Dr, Tuskegee AL 36083

Phone Number 334-329-0230/334-727-2578

THIS FORM IS TO BE COMPLETED BY EACH PERSON MAKING APPLICATION FOR LICENSE.

PERSONAL DATA SHEETS WILL BE RETAINED AT THE MACON COUNTY SHERIFF'S DEPARTMENT.



Alabama Driver License

ISS: 08-23-2004
EXP: 07-25-2008

No:2596972

Director of Public Safety
W. M. Coppage

WALTER WOODARD WALKER
211 OSLIN DRIVE
TUSKEGEE AL 36083

CLASS	ENDORSEMENTS	RESTRICTIONS
DM		

D.O.B	
11-08-1948	

SEX	HT	WT	EYES	HAIR
M	5-08	172	BRO	BRO

Consent For Background Check

The undersigned hereby consents to a background and criminal history check to be conducted by the Sheriff of Macon County Alabama, and/or his employees, in connection with the application of Reach One, Teach One of America, Inc. for a Class B Bingo License in Macon County, Alabama. The undersigned hereby gives permission to and consents to said background and criminal history check by the Sheriff of Macon County, Alabama, and/or his employees.

Dated this 21 day of July, 2005.

(S)
Name Printed: Cornelia D. Walker

SWORN TO AND SUBSCRIBED TO before me on this 21st day of July, 2005.

(SEAL)

Notary Public
AL 6604500

My Commission Expires: 9.19.07

RACHEL E. REGISTER
Notary Public - State of Florida
My Comm. Expires Sep 19, 2007
Commission # DD 251586
Bonded By National Notary Assn.

PERSONAL DATA SHEET

Applicant Name (List Maiden Name, if applicable): Cornelia D. (Foster) Walker

Date of Birth: 12/26/63

Social Security Number: 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

Driver's License Number and State of Issuance: 664300 AL

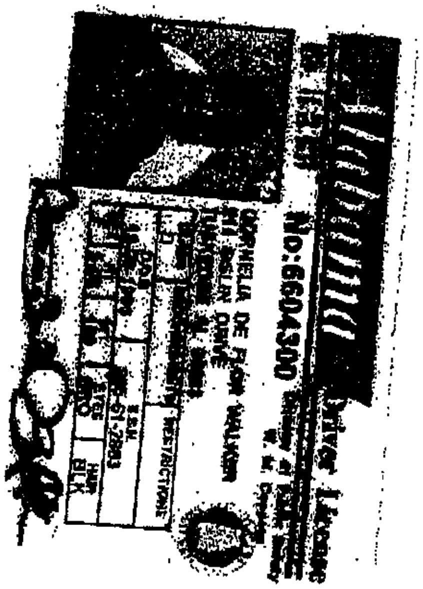
(Attach photocopy of Driver's License or other state identification – photo identification required)

Address 211 Oslin Drive, Tuskegee, AL 36083

Phone Number 850-599-3025

THIS FORM IS TO BE COMPLETED BY EACH PERSON MAKING APPLICATION FOR LICENSE.

PERSONAL DATA SHEETS WILL BE RETAINED AT THE MACON COUNTY SHERIFF'S DEPARTMENT.



EXHIBIT

A

Internal Revenue Service

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Date: July 22, 2005

REACH ONE TEACH ONE OF AMERICA
211 OSLIN DR
TUSKEGEE AL 36083

Person to Contact:
Yvette Davis 31-07751
Customer Service Representative
Toll Free Telephone Number:
8:30 a.m. to 5:30 p.m. ET
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
63-1168841

Dear Sir or Madam:

This is in response to your request of July 22, 2005, regarding your organization's tax-exempt status.

In January 1997 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a private foundation under section 509(a) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Director, TE/GE
Customer Account Services

EXHIBIT

B

Commence at the SW corner of Section 33, T17N, R21E, Macon County, Alabama; thence North 89 degrees 55 minutes 08 seconds East, along the south line of Section 33, 694.16 feet to an iron pin; thence North 01 degrees 14 minutes 24 seconds West, 961.84 feet to an iron pin on the east line of Wetland Area; said point being the POINT OF BEGINNING; thence northerly and easterly along the east and south line of said Wetlands; the following ten (10) calls: 1) North 28 degrees 07 minutes 18 seconds East, 189.47 feet; 2) North 56 degrees 02 minutes 20 seconds East, 348.36 feet; 3) North 44 degrees 45 minutes 53 seconds East, 230.56 feet; 4) North 54 degrees 18 minutes 57 seconds West, 317.55 feet; 5) North 77 degrees 42 minutes 49 seconds West, 639.77 feet; 6) North 09 degrees 43 minutes 23 seconds West, 218.35 feet; 7) North 64 degrees 08 minutes 52 seconds East, 784.11 feet; 8) South 87 degrees 19 minutes 38 seconds East, 258.70 feet; 9) South 83 degrees 55 minutes 21 seconds East, 170.22 feet; 10) North 74 degrees 24 minutes 23 seconds East, 509.17 feet to an iron pin on the west margin (30 feet west of centerline) of County Road No. 93, Main Street, (Shorter Station Road as shown on deed), a county gravel road, thence South 33 degrees 02 minutes 15 seconds East, along said margin of road, 1237.14 feet to an iron pin; thence leaving said road, South 11 degrees 45 minutes 55 seconds West, 60.14 feet to an iron pin on the west margin (50 feet west of centerline) of Halla-Bama Drive, a private paved road; thence South 43 degrees 43 minutes 48 seconds West along said margin of road, 840.22 feet to an iron pin on the north line of Wetland Area; thence leaving said road, westerly along the north line of said Wetlands, the following six (6) calls: 1) South 70 degrees 13 minutes 08 seconds West, 34.09 feet; 2) South 60 degrees 37 minutes 08 seconds West, 107.09 feet; 3) South 66 degrees 46 minutes 18 seconds West, 178.59 feet; 4) North 75 degrees 45 minutes 45 seconds West, 417.26 feet; 5) North 58 degrees 01 minute 37 seconds West, 341.36 feet; 6) North 82 degrees 44 minutes 37 seconds West, 345.06 feet to the point of beginning.

The above-described property lies in the SW 1/4 of Section 33, T17N, R21E, Macon County, Alabama, and contains 56.93 acres, more or less.

EXHIBIT
C

McGRIFF, SEIBELS & WILLIAMS, INC.
INSURANCE & BONDS

June 16, 2005

Mr. David M. Warren
Sheriff,
Macon County Alabama

RE: Macon County Investments, Inc., Solicitation for Approval for the Licensing and Operation of Bingo Games in Macon County, Alabama

Dear Sheriff Warren,

It is our understanding that Macon County Investments, Inc. will be submitting a proposal for approval for the licensing and operation of bingo games in Macon County, Alabama. Based on our review of the financial package presented to us, Macon County Investments, Inc., financially qualifies for the surety bond requirements set fourth and referenced in the FIRST AMENDMENT to Second Amendment and Restated Rules and Regulations for the Licensing and Operation of Bingo Games in Macon County, Alabama, Section 1, Subsection (j),(vi) in the amount of $1,000,000.00 (one million dollars).

The issuance of any required final bonds would be subject to an appropriate review of contract terms and conditions as well as a favorable underwriting review at the time of the required posting of the bond. Please give your highest consideration to this valued customer.

Sincerely,

W. Milton Smith, CIC
Assistant Vice President,
McGriff, Seibels & Williams

2211 7th Avenue South / Birmingham, Alabama 35233
P.O. Box 10265 / Birmingham, Alabama 35202-0265
TEL—(205) 252-9871 FAX—(205) 581-9463

EXHIBIT D

Nancy L. Worley
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Nancy L. Worley, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that pursuant to the provisions of Section 10-2B-4.02, **Code of Alabama 1975**, and upon an examination of the corporation records on file in this office, the following corporate name is reserved as available:

Macon County Investments, Inc.

This domestic corporation name is proposed to be incorporated in Macon County and is for the exclusive use of Gregory A Carr, PO Box 4807, Montgomery, AL 36103-4807 for a period of one hundred twenty days beginning June 1, 2005 and expiring September 30, 2005.

CORP 21 8
Recorded In Above Book and Page
07/14/2005 10:31:17 AM
Alfonza Menefee
Judge of Probate
Macon County

ALABAMA
GREAT SEAL

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

June 1, 2005

Date

Nancy L. Worley Secretary of State

CERTIFICATE OF INCORPORATION

OF

MACON COUNTY INVESTMENTS, INC.

KNOW ALL MEN BY THESE PRESENTS: That, I, the undersigned incorporator do hereby form a corporation under the laws of the State of Alabama, and declare:

ARTICLE I

The name of the corporation shall be **Macon County Investments, Inc.**

ARTICLE II

The objects for which this corporation is formed are:

(a) To engage in the charity bingo business, to own and operate a bingo facility and carry on said business or businesses in one or more locations.

(b) To purchase, acquire, lease, own, sell, convey or mortgage real estate, property, tenements and hereditaments, as well as any interest therein, and directly or through the ownership of stock in any corporation, to maintain and improve the same by erecting, constructing, rebuilding, repairing, and equipping any and all kinds of buildings and other structures and erections and to install therein such furniture, appliances or equipment which at any time may be necessary for the conduct thereof.

(c) To acquire, bonds or stocks of this corporation or otherwise, the good will, rights, assets and property, and liabilities or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation; to

Recorded In CORP BK 21 PG 9, 07/14/2005 10:31:17 AM
Alfonza Menefee, Judge of Probate, Macon County

pay for the same in cash, the stock or other securities of the corporation or otherwise; to hold, or in any manner dispose of the whole or any part of the property so acquired; to conduct in any lawful manner the whole or any part of the business so acquired, and to exercise all the powers necessary or convenient in and about the conduct and management of any such business.

(d) To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States of America or any foreign country, patent rights, licenses and privileges, investments, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of this corporation.

(e) To acquire by purchase, subscription, contract, underwriting or otherwise, to hold for investment or otherwise, to pledge, hypothecate, exchange, sell, deal in and with and dispose of or to turn to account or to realize upon, alone or in syndicate or otherwise in conjunction with others, stocks, securities and investments of every kind and description, including, but not by way of limitation, shares, stocks, scrip, notes, bonds, debentures, rights, participating certificates, certificates of interest, mortgages, acceptances, commercial paper and chooses in action, evidence of indebtedness and other obligations of every kind and description (all of which is hereinafter sometimes called "securities") of any private, public or quasi-public corporation, association, partnership, common law trust, syndicate, firm or individual or of any combinations, organizations or entities whatsoever, irrespective of their form or the names by which they

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may be described; and, while the owner or holder of any such securities, to exercise all the rights, powers and privileges of ownership in respect thereto; and, to the extent now or hereafter permitted by law, to aid by, loan, or guarantee those issuing, creating or responsible for any such securities.

(f) To borrow and lend money and to give or take security therefore by way of mortgage, pledge, transfer or assignment of real or personal property, of every nature and description.

(g) To enter into, make and perform contracts of every kind for any lawful purpose without limit as to amount, with any person, firm association or corporation, town, city, county, state, territory, government or governmental subdivisions.

(h) To draw, make, accept, endorse, discount, execute and to issue promissory notes, drafts, bills of exchange, warrants, debentures and other negotiable or transferable instruments.

(i) To issue bonds, debentures or obligations of this corporation from time to time, for any of the objects or purposes of the corporation, and to secure the same by mortgage, pledge, deed of trust or otherwise.

(j) To have one or more offices to carry on all or any of its operations and business and, without restriction of limit as to amount, to purchase or otherwise acquire, hold, own, mortgage, pledge, sell, assign and transfer, convey or otherwise dispose of, invest, trade, deal in and deal with goods, wares and merchandise, and real and personal property of every class and description in any of the states, districts, territories or colonies, subject to the laws of such state, district, territory, colony and country.

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(k) To purchase or otherwise acquire its own shares of stock (so far as may be permitted by law) and its bonds, debentures, notes scrip or other securities, or evidence of indebtedness, and to hold, sell, transfer or reissue the same.

(l) To enter into any plan or project for the assistance and welfare of its employees.

(m) To enter into any legal arrangements for sharing of profits, union of interests, reciprocal concessions or cooperation with any person, partnership, corporation, association, combination, organization, entity of body whatsoever, domestic or foreign, carrying on or proposing to carry on any business which this corporation is authorized to carry on, or any business or transaction deemed necessary, convenient, or incidental to carrying out any of the objects of this corporation.

(n) To assume, guarantee, or become surety for the payment and performance of any and all debts and obligations of another for others, and to guarantee the payment of dividends upon any security or securities.

(o) To have and enjoy all other rights, powers and privileges conferred upon corporations by the constitution and laws of the State of Alabama; but nothing herein contained is to be construed as authorizing this corporation to carry on the business of banking or that of a trust company.

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ARTICLE III

The principal office of the corporation is County Road 13, Hardaway, Alabama, 36039.

ARTICLE IV

(a) The total number of shares of stock that the corporation shall have authority to issue will be One Thousand (1000) shares of common stock of a par value of one hundred dollars ($100.00). All of said stock shall be common and none shall be preferred stock or stock of a different class. The issued shares of stock are fully paid for as shown by the subscription list hereinafter set out.

(b) The Board of Directors shall have the authority to increase the total number of shares of stock at its duly authorized meetings.

(c) No shares of the Corporation shall be transferred, sold, encumbered or otherwise disposed of except in accordance with the terms and conditions of the By-Laws. Each stock certificate of the Corporation shall contain a restriction on its face that any transfer, sale or encumbrance of said stock is restricted and governed by the By-Laws.

ARTICLE V

The address of the initial registered office of the corporation is 915 South Hull Street, Montgomery, Alabama, 36104, and the initial registered agent at such address is Gregory A. Carr, Sr.

ARTICLE VI

The names and post office addresses of the incorporators and the number of shares subscribed and paid for by them are, respectively, as follows:

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NAME	NUMBER OF SHARES	ADDRESS
H. Frank Thomas, III	750	2113 Allendale Road Montgomery, AL 36111
Gregory A. Carr, Sr.	60	1731 Pineneedle Road Montgomery, AL 36106

ARTICLE VII

The name and post office address of the officers of the corporation chosen for the first year are as follows:

NAME	OFFICE	ADDRESS
H. Frank Thomas, III	President	2113 Allendale Road Montgomery, AL 36111
Gregory A. Carr, Sr.	Vice President Secretary/Treasurer	1731 Pineneedle Road Montgomery, AL 36106

ARTICLE VIII

The names and post office addresses of the directors of the corporation for the first year are as follows:

NAME	ADDRESS
H. Frank Thomas, III	2113 Allendale Road Montgomery, AL 36111
Gregory A. Carr, Sr.	1731 Pineneedle Road Montgomery, AL 36106
Jim I. Barganier	3416 Southview Drive Montgomery,AL 36111
Gary Nichols	28103 Perdido Beach Blvd. B-102 Orange Beach, AL 36561
Adam Fuller	987 North Cliffe Drive Atlanta, GA 30318

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Not withstanding any contrary provisions contained in this Certificate of Incorporation, the stockholder or stockholders holding the majority of outstanding common stock of the corporation may remove all or any of the directors of the corporation, before the expiration of their term, at any regular or special stockholder's meeting.

ARTICLE IX

The duration of this corporation shall be perpetual.

ARTICLE X

The corporation powers shall be exercised by the Board of Directors, except as otherwise provided by statutes, by this Certificate of Incorporation, or by Bylaws hereafter adopted and any amendments to the foregoing.

In furtherance, and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

(a) To make and alter the Bylaws of this corporation, but Bylaws so made by the directors may be altered or repealed by the directors or stockholders;

(b) To fix and determine and to vary the amount of working capital of the corporation, to determine whether any, and if any, what part of any, accumulated profits shall be declared and paid as dividends, to determine the date or dates for the declaration and payment of dividends; to direct and determine the use and disposition of any surplus of net profits over and above the capital stock paid in;

(c) To make, from time to time (so far as may be permitted by

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law), temporary secured or unsecured loans when, in the judgment of the Board of Directors, the money so loaned is not at the time required in the conduct of the business of the corporation.

The corporation may, in its Bylaws, confer powers upon its Board of Directors in addition to the foregoing and in addition to the powers and authorities expressly conferred upon it by statute.

ARTICLE XI

This corporation may from time to time issue its shares of stock for such consideration (but not less than par so long as the corporation be solvent), as may be fixed from time to time by the Board of Directors, and my receive in payment thereof, in whole or in part, cash, labor done, personal property, or real property, or leases thereof. In the absence of actual fraud in the transaction, the judgment of the Board of Directors as to the value of such labor, property, real estate or leases thereof, shall be conclusive. Any and all shares so issued for which the consideration so fixed shall have been paid or delivered shall be deemed fully paid stock and shall not be liable to any further call or assessment thereof, and the holders of such shares shall not be liable for any further payment in respect thereof.

This corporation may, from time to time, lawfully enter into any agreement to which all, or less than all, the holders of record of the issued and outstanding shares of its capital stock shall be parties restricting the transfer of any or all shares of its capital stock represented by certificated therefore.

ARTICLE XII

Any and every statute of the State of Alabama hereafter

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enacted whereby the rights, powers and privileges of the stockholders of corporations organized under the general laws of the State of Alabama are increased, diminished or any way affected, or whereby effect is given to the action taken by any part less than all of the stockholders of any such corporation, shall apply to this corporation and shall be binding upon not only this corporation but upon every stockholder thereof, to the same extent as if such statute had been in force at the date of the making and filing of this Certificate of Incorporation.

ARTICLE XIII

The corporation shall have a lien on its shares of stock for any debt or liability incurred to it by a stockholder, before notice of a transfer or levy on such shares.

ARTICLE XIV

The corporation shall have the right to purchase, take, receive or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of its own shares, but purchases of its own shares, whether direct or indirect, shall be made only to the extent of earned surplus or capital surplus available therefore.

ARTICLE XV

All persons who shall acquire stock in this corporation shall acquire it subject to the provisions of this Certificate of Incorporation, as the same from time to time may hereafter by amended. So far as not otherwise expressly provided by the laws of the State of Alabama, the corporation shall be entitled to treat that person or entity in whose name any share of its stock is registered as the owner thereof for all purpose and shall not

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be bound to recognize any equitable or other claim to or interest in said share on the part of any other person, whether or not the corporation shall have notice thereof.

ARTICLE XVI

The President shall have authority to execute all deeds, mortgages, bonds and other contracts, requiring a seal, under the seal of the corporation, and the Secretary or any Assistant Secretary shall have authority to affix said seal to instruments requiring it, and attest the same.

ARTICLE XVII

Except as hereinafter provided, no holder of shares of this corporation of any class shall be entitled as of right to subscribe for, purchase, or receive any part of any new or additional issue of stock of any class, whether now or hereafter authorized, or of any bonds, debentures, or other securities convertible into stock of any class, and all such new or additional shares of stock, bonds, debentures or other securities convertible into stock may be issued and disposed of by the Board of Directors to such person or persons and on such terms and for such consideration (so far as may be permitted by law) as the Board of Directors, in their absolute discretion, may deem advisable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 2nd day of June, 2005.

H. Frank Thomas, III
INCORPORATOR

Gregory A. Carr, Sr.
INCORPORATOR

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Alfonza Menefee
Judge of Probate
Macon County

EXHIBIT "A"

All of the 810 shares of stock subscribed for by the subscriber listed below are listed and hereby declared to be fully paid stock:

NAME	NUMBER OF SHARES	ADDRESS
H. Frank Thomas, III	750	2113 Allendale Road Montgomery, AL 36111
Gregory A. Carr, Sr.	60	1731 Pineneedle Road Montgomery, AL 36106

STATE OF ALABAMA)

MONTGOMERY COUNTY)

Before me, the undersigned, a Notary Public in and for said State At Large, personally appeared **H. Frank Thomas, III** who being by me first duly sworn deposes and says that he is the agent of **Macon County Investments, Inc.**, designated by the incorporators to receive subscriptions to the capital stock of said corporation, that the foregoing is a true and correct list of the subscription of the capital stock of said corporation, together with the number of shares subscribed for by each and the amount paid therefore, and that all of the said subscriptions have been paid for in cash or the transfer to the corporation of property having a cash market value equal to or in excess of the total par value of said stock, or both.

H. Frank Thomas, III

SWORN TO AND SUBSCRIBED before me this 2nd day of June, 2005.

(SEAL)

Stephanie Goody
NOTARY PUBLIC

My Commission Expires: 09/28/2005

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Alfonza Menefee
Judge of Probate
Macon County

EXHIBIT

E

BINGO OPERATIONS AND LEASE AGREEMENT

THIS BINGO OPERATIONS AND LEASE AGREEMENT (the "Agreement") is made and entered into this 8 day of July, 2005 by and between a Reach One, Teach One of America, Inc. (hereinafter called the "Licensee"), and Macon County Investments, Inc., an Alabama Corporation (hereinafter called the "Operator").

WITNESSETH

WHEREAS, the Licensee will apply for a "Class B License" by the Sheriff of Macon County, Alabama, to conduct bingo games, all as envisioned by Act No. 2003-124; Regular Session, 2003 (the "ACT"), which constitutional amendment was approved by a referendum of the voters of Macon County, Alabama, on November 4, 2003.

WHEREAS, the Licensee may operate Bingo games pursuant to the Act and rules and regulations (the "Regulations") promulgated there under by the Sheriff of Macon County, Alabama, on owned or leased premises and/or have another business entity operate the Bingo games or concessions on behalf of the Licensee in consideration of the payment by the Licensee of rental fees for leased premises and/or consulting fees for the operation and conduct of the Bingo games by the other business entity on behalf of the Licensee under the Act;

NOW THEREFORE, in consideration of the terms and conditions of this agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereby agree as follows:

1. **PREMISES.** In consideration of the rental fees to be paid by the Licensee to the Operator as provided in Paragraph 4 below of this Agreement, the Licensee hereby leases from the Operator and the Operator hereby leases to the Licensee on a non-exclusive basis (along with the other Class B Licensees) and on the terms and conditions as hereinafter provided that certain real and personal property located at the Macon County Investments, Inc., premises in Macon County, Alabama (the "Leased Premises"). Pursuant to the Act, the Licensee hereby grants to the Operator during the term of this Agreement a nonexclusive right to use the Licensee's name in the operating and advertising of bingo games conducted by the Operator on behalf of the Licensee and in accordance with the terms and conditions of the Act, the Regulations, the Class B License held by the Licensee, and this Agreement.
2. **IMPROVEMENTS.** The Operator has shown to the Licensee the site plan for the Leased Premises to be erected on property owned and/or under contract by the Operator and Licensee accepts the site plan.
3. **TERM.** Subject to earlier termination as hereinafter provided, the Term of this Agreement shall be for twenty (20) years, said Term to commence on July 8, 2005, ending on July 8, 2025.

4. **LEASE RENT; OPERATION AND CONSULTING FEES.** The Licensee agrees to pay the Operator a combined rental and consulting fee during the Term of this Lease as hereinafter provided. In consideration thereof, the Operator shall provide the Leased Premises on a nonexclusive basis during the Term hereof for the operation and conduct of bingo games by the Operator for and on behalf of the Licensee in accordance with this Agreement and as envisioned by the Act, the Regulations, and the Class B Licensee issued to the Licensee pursuant thereto. The Operator may conduct bingo games for and on behalf of the Licensee during such scheduled Bingo Sessions (as hereinafter defined) as the Operator shall designate from time to time in the sole discretion of the Operator. Also, the Operator shall provide its employees, equipment, including bingo games for the Licensee. Further, during the term of this Agreement, the Operator shall comply with all requirements of a "qualified location" for the holder of a Class B License as envisioned by the Regulations.

From the Gross Receipts (as hereinafter defined), the Operator shall pay all of its overhead and operating expenses in the operation and conduct of the bingo games conducted on behalf of the Licensee on the Leased Premises during the Term hereof, including but not limited to, the annual Class B License fee, the employee salaries of the Operator, advertising, real and personal property taxes, insurance, utilities, bingo game equipment, computer hardware and software support, paper costs, supplies, repairs, accounting, interest on any debt service associated with the Leased Premises, ad all other operating expenses of the Operator associated with the operation and consulting services provided by the Operator in the conduct of the bingo games on behalf of the Licensee, the Licensee shall pay a monthly lease and consulting fee to the Operator by the Operator retaining an amount equal to (a) the Gross Receipt's (as hereinafter defined), minus (b) the operating and overhead expenses of the Operator in conducting the bingo games on behalf of the Licensee for each Bingo Session (as hereinafter defined), and further minus (c) the Bingo Session Charity Fee (as hereinafter defined in Paragraph 5 below) multiplied by the number of Bingo Sessions operated by the Operator on behalf of the Licensee in the applicable calendar month.

For purposes of this Agreement, the term "Gross Receipts" shall mean the total the Licensee agrees to pay the Operator a combined rental and consulting fee during the Term of this Lease as hereinafter provided. In consideration thereof, the Operator shall provide the Leased Premises on a nonexclusive basis during the Term hereof for the operation and conduct of bingo games by the Operator for and on behalf of the Licensee in accordance with this Agreement and as envisioned by the Act, the Regulations, and the Class B License issued to the Licensee pursuant thereto. The Operator may conduct bingo games for and on behalf of the Licensee during such scheduled Bingo Sessions (as hereinafter defined) as the Operator shall designate from time to time in the sole discretion of the Operator. Also, the Operator shall provide its employees, equipment, including bingo games for the Licensee. Further, during the Term of this Agreement, the Operator shall comply with all requirements of a "qualified location" for the holder of a Class B License as envisioned by the Regulations.

5. **BINGO SESSION CHARITY FEE.** For purposes of this Agreement, the term "Bingo Session Charity Fee" shall mean the cash sum of five percent (5%) of the Bingo Session Charity Fee as set by the Sheriff of Macon County, Alabama, under the Regulations. The Operator shall pay to the Licensee said Bingo Session Charity Fee as per the Regulations. It is expressly understood and agreed to that no Bingo Session Charity Fee shall be payable until thirty days (30) after Operator begins operation at the qualified location. It is further understood and agreed that the remaining ninety five percent (95%) of the Bingo Session Charity Fee shall be paid by the Operator as its sole and absolute discretion to any other nonprofit organization which said nonprofit organization shall include, but not limited to, a school system or systems, and/or any educational organization or other public educational organization.
6. **USE RESTRICTIONS.** The use of the Leased Premises by the Operator for and on behalf of the Licensee for the operation and conduct of bingo games and concessions during each Bingo Session at the Leased Premises shall be in accordance with the Act, the Regulations and the Class B License issued to the Licensee, as well as the terms and conditions of this Agreement. The Licensee hereby acknowledged and agrees that the Leased Premises will also be used during the Term of this Agreement by the Operator for such other nonprofit organizations.
7. **REPAIRS.** The Operator, during the Term of this Agreement, shall, at its expense, make routine repairs as shall be reasonably necessary to keep said Leased Premises (including but not limited to all bingo game equipment, computer hardware and software, heating and air conditioning and plumbing) in good condition and repair, reasonable wear and tear excepted. The Operator further agrees that all damage or injury done to the Leased Premises by and person who may be in or upon the Leased Premises, except the Licensee, the Licensee's agents, servants and employees, shall be repaired by the Operator at its expense.
8. **ASSIGNMENT AND SUBLETTING.** The Licensee may not assign this Agreement or sublet or assign its interest in the Leased Premises, the Licensee hereby agreeing that the Agreement must be in compliance with the Act, the Regulations, the Class B License and the terms and conditions of this Agreement which require the personal consulting and operations services of the Operator and its employees.
9. **INSOLVENCY.** If any proceedings in bankruptcy or insolvency are filed against the Licensee or if any writ of attachment or writ of execution be levied upon the herein of the Licensee and such proceedings or levy shall not be released or dismissed within sixty (60) days thereafter, or if any sale of the leasehold interest hereby created or any part thereof should be made under any execution or other judicial process, or if the Licensee shall make any assignment for the benefit of creditors or shall voluntarily institute bankruptcy or insolvency proceedings, the Operator may, at the Operator's option,

terminate this Agreement immediately, including the lease provisions for the Leased Premises.

10. **DEFAULT BY OPERATOR.** If the Operator fails or neglects to perform, meet or observe any of the Operator's obligations hereunder and such failure or neglect shall continue for a period of ninety (90) calendar days after the Operator's receipt of written notice thereof from the Licensee to the Operator, then the Licensee at any time thereafter prior to the cure of such default, by written notice to the Operator, may lawfully declare the termination hereof. Notwithstanding any other provisions of this Agreement, where the curing of an alleged default requires more than payment of money, and the work of curing said default cannot reasonably be accomplished within the time otherwise permitted herein, and where the Operator has commenced upon the said work of curing said default and is diligently pursuing same, then the Operator shall be entitled to reasonable time extensions to permit the completion of said work of curing default, as a condition precedent to termination of this Agreement by the Licensee, and any defect that is cured shall not thereafter be grounds for termination.
11. **INDEMNITY AND INSURANCE.** The Operator hereby agrees to indemnify the Licensee against and to hold the Licensee harmless from any and all claims or demands for loss of or damage to property or for injury or death to any person from any cause whatsoever while in, upon, or about said Leased Premises during the Term of this Agreement unless the Licensee's negligence or willful misconduct (or that of the Licensee's employees, agents or contractors) causes or contributes to such damage, injury or death. The Operator agrees to take out and maintain with a reputable insurance company, at its sole cost and expense, public liability insurance against property damage or personal injury growing out of the use of or occurring on or about the Leased Premises, with combined single limit coverage of at least $5,000,000.00. The Operator further agrees to take out liability insurance in such amounts and with such coverage as is required by the Regulations. Fire and extended coverage on said Leased Premises in the amount of the full insurable value thereof shall be furnished by the Operator throughout the Term of this Agreement.
12. **UTILITIES AND SERVICES.** All utilities for the Leased Premises will be paid for by the Operator. The Operator reserves the privilege of stopping any and all of such services in case of accident or breakdown, or for the purpose of making alterations, repairs or improvements, and shall not be liable for the failure to furnish or delay in furnishing any or all of such services when same is caused by or is the result of strikes, labor disputes, labor, fuel or material scarcity, or governmental or other lawful regulations or requirements, or failure of any corporation, firm or person with whom the Operator may contract for any such service, or for any service incident, to furnish same, or is due to any cause other than the gross negligence of the Operator; and the failure to furnish any of such services in such event shall not be deemed or construed as an eviction or relieve the Licensee from the performance of any obligations imposed upon the Licensee by this Agreement. The Operator shall

not be responsible to the Licensee for loss of property in or from the Leased Premises, except where such damages occur through the gross negligence of the Operator; nor shall the Operator be responsible should any equipment or machinery break down or for any cause cease to function properly on account of any such interruption of service.

13. **LAWS AND REGULATIONS.** The Licensee and the Operator shall each, at their own cost and expense, comply promptly with all laws, rules, and orders of all federal, state, and municipal governments, or departments, which may be applicable to the Operator's specific used of the Leased Premises on behalf of the Operator.
14. **LICENSEE'S OBLIGATIONS.** As a condition precedent to the execution of this Agreement by Operator, Licensee shall furnish to Operator the following; (a) all corporate documents which show that Licensee is a duly organized corporation in the State of Alabama, and has been for a period of at three consecutive years next proceeding the date of this agreement; (b) proof of its status as a IRS 501 © (3) non profit corporation; (c) any and all information required by the Sheriff to complete the application by Licensee on a timely basis; (d) any and all other documents or information required by the Sheriff and/or Regulations. If the Sheriff rejects the Licensee's application then Operator has the option to declare this agreement null and void.
15. **ACCOUNTING.** Licensee shall maintain such accounting procedures, controls and security monitoring as necessary to preserve and promote the integrity of the operation of charity bingo. Licensee shall also be responsible to account to the Sheriff for all monies received under this Agreement upon such terms and conditions as the Sheriff may direct.
16. **NOTICES.** All notices to be given by the Operator to the Licensee shall be in writing, deposited in the United States mail, certified or registered, with postage prepaid, and addressed to the Licensee as follows:

Reach One, Teach One of America, Inc.

410 Victory Garden Drive, Apt. 91, Tallassee, FL 32301

Attention: Rev. Walter Walker

Notices by the Licensee to the Operator shall be in writing, deposited in the United States mail, certified or registered, with postage prepaid, and addressed to the Operator as follows:

Macon County Investments, Inc.
c/o Gregory A. Carr, Sr.
P.O. Box 4807
Montgomery, AL 36103-4807
334-269-5900

Notices shall be deemed delivered when deposited in the United States mail, as above provided. Change of address by either party must be by notice given to the other in the same manner as above specified.

17. **SUBORDINATION.** The Licensee agrees that this Agreement, including but not limited to, the lease provisions hereunder, shall be subordinate to any mortgages or trust deeds that may hereafter be placed upon the Leased Premises, to any and all advances made or to be made under them, to the interest and all obligations secured by them, and to all renewals, replacements and extensions of them; provided, however, the mortgagee or beneficiary named in any such mortgages or trust deeds shall recognize this Agreement and the lease provisions hereunder of the Licensee in the event of foreclosure or deed in lieu of foreclosure if the Licensee is not in default under the terms of this Agreement or if the time for curing any such default has not expired.
18. **PERSONAL PROPERTY.** The Licensee acknowledges that the Licensee has no interest in any personal property or equipment or furniture and fixtures which may be installed by the Operator for the conduct of bingo games upon the Leased Premises, and the Licensee agrees in the future to furnish the Operator, upon request, such waiver or similar documents as may be reasonably required by an institutional lender or equipment lessor in connection with the Operator's acquisition or financing respecting such personal property, equipment, furniture, and fixtures.
19. **MISCELLANEOUS.**
    (a) The paragraph captions in this Agreement are for convenience only and shall not in anywise limit or be deemed to construe or interpret the terms and provisions hereof.
    (b) Time is of the essence of this Agreement and of all provisions thereof.
    (c) This Agreement shall be construed and enforced in accordance with the Laws of the State of Alabama.
20. **SUCCESORS.** Subject to the provisions of paragraph 8 above, all the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns o the parties hereto.
21. **TERMINATION OF THIS AGREEMENT.** In addition to other termination provisions of this Agreement, should the Class B License of the Licensee terminate or not be renewed by the Sheriff for any reason, this Agreement, including the lease provisions contained herein shall immediately terminate on the same date, with the parties to settle any remaining lease and/or consulting fees for the calendar month in which the termination of this Agreement occurs due to the termination or non-renewal of the Class B License of the Licensee, provided, however, should the Class B License of the Licensee be terminated or not be renewed at any time during the Term of this Agreement, the Licensee shall not thereafter conduct bingo games with a Class B License or contract with any third party for the conduct of bingo games with a Class B License for the balance of the Term (calculated as

though this Agreement had not terminated) following such termination of this Agreement. Further, this Agreement, including the lease provisions contained herein, may be terminated at the option of the Operator should the Operator elect at any time to discontinue operating bingo games on behalf of the Licensee or should the Operator for any reason no longer be able to operate the bingo games as envisioned by the Act, the Regulations and the Class B License issued to the Licensee.

22. **PARTIAL INVALIDITY.** In the event any term or provision of this Agreement is declared to be invalid, illegal or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or illegality shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

IN WITNESS WHEREOF, the Licensee and the Operator have executed this Agreement on the 8 day of July, 2005, effective as of the date of the Class B License is issued by the Sheriff of Macon County as contemplated by this Agreement.

LICENSEE:

Reach One, Teach One of America, Inc.
A Nonprofit Organization

By: ____________________
Its: President

____
Witness

OPERATOR:

Macon County Investments, Inc.

By: ____________________
Its: President

____
Witness

EXHIBIT F

STATE OF ALABAMA §

COUNTY OF MONTGOMERY §

AFFIDAVIT

Before me, the undersigned authority in and for said County and State, personally appeared H. Frank Thomas, III, who is known to me and who, being by me first duly sworn, deposes and says as follows:

"My name is H. Frank Thomas, III I am over the age of nineteen years of age and have personal knowledge of the facts stated herein.

I am the owner of over two-thirds of the voting stock of Macon County Investments, Inc. I was born October 23, 1971, and have been a life long resident of the State of Alabama."

AFFIANT

SWORN TO AND SUBSCRIBED before me this 2nd day of June, 2005.

(SEAL)

NOTARY PUBLIC

My Commission Expires: 7/24/06

W.K. UPCHURCH CONSTRUCTION CO., INC.

CONTRACTORS

334-279-8765 • 334-272-5731 Fax
P.O. Box 230487
MONTGOMERY, ALABAMA 36123-0487

EXHIBIT G

July 14, 2005

Mr. Frank Thomas
Macon County Investments
P.O. Box 70127
Montgomery, Alabama 36107

Re: Entertainment Center Project
Macon County, Alabama

Dear Frank:

We appreciate being selected as the General Contractor for the proposed Entertainment Center in Macon County.

Our proposal is based on our understanding of our discussions; the preliminary drawings as prepared by your Architect, Jim Barganier; and our experience on projects of this scope and magnitude. We are prepared to work with you, your consultants and to design and construct a facility of approximately 96,000 sqft with an approximate construction budget of $16,210,000.00. Our Alabama General Contractor is #29 and our license is "Unlimited". We are prepared to furnish a Performance and Payment Bond for the full amount of the project if required.

We estimate the construction time, if done on a "fast track" basis to be approximately nine months from the Notice to Proceed. We are prepared to start working on the project immediately.

As per your request, we are committed to an appropriate amount of minority participation in the subcontracts and material purchases for the project. We are currently doing a large project at Alabama State University and have identified and contracted with many qualified minority contractors that I am sure would be interested in this project.

After your review, give me a call to discuss any questions that you may have. Thank you again and we look forward to working for you on this exciting project.

Sincerely,

W.K. Upchurch

W. Ken Upchurch, III
President

EXHIBIT
H

James I. Barganier, AIA
Architect
624 South McDonough Street
Montgomery, Alabama 36104
(334) 834-2038

April 14, 2005

Frank Thomas, President
Macon County Investments, Inc.
2113 Allendale Road
Montgomery, Alabama 36111

Dear Frank,

I am pleased to have been selected to be the architect for the new bingo facility in Macon County. It is an honor to be involved with this significant project that I think will be of great benefit not only to the investors, but to the county, local communities, and charities. Also, as an architect who has spent 30 years working to improve public school facilities in Alabama, I was very happy and encouraged to learn that this venture will benefit the public schools of Macon County.

You are to be commended for putting together what I think is a most competent team. I have enjoyed meeting with John Brunick who will handle food and beverage services. His success with the Live Bait restaurants speaks for itself. In addition, you could not have selected a more qualified general contractor than Upchurch Construction. We have a long, successful working relationship, including projects such as the Montgomery City/County Museum of Fine Arts.

Frank, as we have discussed, I can move ahead with the project, coordinating construction with the general contractor as per your schedule.

Again thank you for this opportunity and I look forward to working with the team you have assembled.

Sincerely,

Jim Barganier

James I. Barganier, AIA
Architect